

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Attorney is authorized to sign a Subscription Plan Amendment and any other related documents for LexisNexis research service.

ADOPTED this _____ day of _____ 2004.

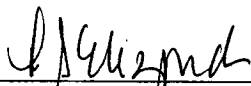
CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Lisa A. Elizondo
City Attorney



SLG

SUBSCRIPTION PLAN AMENDMENT FOR STATE/LOCAL GOVERNMENT

LexisNexis, a division of Reed Elsevier Inc. ("LN"), and El Paso City Attorney ("Subscriber") agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

1. TERM

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until August 31, 2005 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below. Only employees of Subscriber using identification numbers issued under the Participating Billgroups will be entitled to access the Materials and related Research Tools listed in Section 5.1 (the "Preferred Pricing Materials") pursuant to this Amendment. Each identification number will be used solely by the individual for whom it was issued and may not be used by anyone else.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
118KH7	El Paso, TX

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are 18 users: (judges, government professionals and total number of attorneys) in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the number of users, in which case LN may, in its sole discretion, increase or decrease the Monthly Commitment (defined in Section 5.1 below) upon at least thirty (30) days prior written notice to Subscriber. If the Monthly Commitment is increased as a result of a change in the number of users in Subscriber's organization, Subscriber may, within ninety (90) days following notice of such increase, terminate this Amendment upon at least ten (10) days prior written notice to LN; otherwise this Amendment will remain in effect. Upon the request of LN, Subscriber will recertify to the current total number of users.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*SM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first (1st) day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARD'S
(a) Pure Lexis	SB0LX0	Full
(b) Texas Matthew Bender	MBTX00	FULL
(c) Texas Public Records	SP00TX	FULL
(d)		
(e)		

☐ See attached Rider No. 1 for additional Preferred Pricing Materials

COMMITMENT PERIOD(S)	MONTHLY COMMITMENT
Beginning 9/1/04 to 8/31/05	\$ 2729
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below. Pricing is inclusive of up to 18 Attorneys not inclusive of counsel, paralegals or support staff.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; (c) MarkMonitor; (c) Multex and (e) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

XXXXXXXXXX Subscriber elects access to the Alternate Pricing Materials No access to additional pricing materials.
(initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until August 15, 2004. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the first Commitment Period on the last day of any calendar month upon at least thirty (30) days prior written notice to LN. This Amendment may also be terminated by Subscriber on ten (10) days prior written notice to LN in the event (a) of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1, or (b) LN discontinues providing access to a significant portion of the Materials in the Preferred Pricing Materials or Alternate Pricing Materials that Subscriber has used regularly in the ordinary course of business during the Term. To be effective, notice of termination pursuant to (a) or (b) above must be given within ninety (90) days of the event giving rise to the termination right.

9.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

AGREED TO AND ACCEPTED BY:

El Paso City Attorney
SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

2A

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Attorney is authorized to sign a Subscription Agreement and related documents for LexisNexis research service.

ADOPTED this 3rd day of December, 2002.

CITY OF EL PASO:

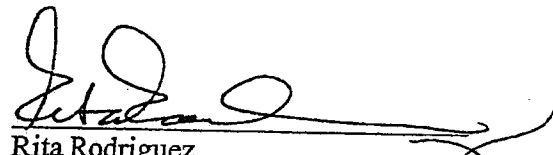


Raymond C. Caballero
Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


Rita Rodriguez
City Attorney



SLG

SUBSCRIPTION PLAN AMENDMENT FOR STATE/LOCAL GOVERNMENT

LexisNexis, a division of Reed Elsevier Inc. ("LN"), and EL PASO CITY ATTORNEY'S OFFICE ("Subscriber") agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

1. TERM

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until 12/31/2004 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below. Only employees of Subscriber using identification numbers issued under the Participating Billgroups will be entitled to access the Materials and related Research Tools listed in Section 5.1 (the "Preferred Pricing Materials") pursuant to this Amendment. Each identification number will be used solely by the individual for whom it was issued and may not be used by anyone else.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
TBD	EL PASO, TEXAS

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are 23 users (judges, government professionals and total number of attorneys) in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the number of users, in which case LN may, in its sole discretion, increase or decrease the Monthly Commitment (defined in Section 5.1 below) upon at least thirty (30) days prior written notice to Subscriber. If the Monthly Commitment is increased as a result of a change in the number of users in Subscriber's organization, Subscriber may, within ninety (90) days following notice of such increase, terminate this Amendment upon at least ten (10) days prior written notice to LN; otherwise this Amendment will remain in effect. Upon the request of LN, Subscriber will recertify to the current total number of users.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*SM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARD'S
(a) PURE LEXIS	SBTNLO	Full
(b) TEXAS MATTHEW BENDER	MTTXOO	Full
(c) CONSTRUCTION LAW	SBOO73	Full
(d) TEXAS PUBLIC RECORDS	SPOOTX	Full
(e)		

COMMITMENT PERIOD(S)			MONTHLY COMMITMENT
Beginning	ACT	to 12/31/2003	\$ 3415.00
Beginning	01/01/2004	to 12/31/2004	\$ 3586.00
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below. Pricing is inclusive of up to 40 Attorneys not inclusive of counsel, paralegals or support staff.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

No (initial) Subscriber elects access to the Alternate Pricing Materials No access to additional pricing materials.

7. CLOSED OFFER

The offer of LN contained herein is valid until December 10, 2002. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the second Commitment Period on the last day of any calendar month upon at least thirty (30) days prior written notice to LN. This Amendment may also be terminated by Subscriber on ten (10) days prior written notice to LN in the event (a) of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1, or (b) LN discontinues providing access to a significant portion of the Materials in the Preferred Pricing Materials or Alternate Pricing Materials that Subscriber has used regularly in the ordinary course of business during the Term. To be effective, notice of termination pursuant to (a) or (b) above must be given within ninety (90) days of the event giving rise to the termination right.

9.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

AGREED TO AND ACCEPTED BY:

X EL PASO CITY ATTORNEYS OFFICE

LexisNexis, a division of Reed Elsevier Inc.

SUBSCRIBER

X BY: Laura P. Gordon

BY: _____

X NAME: LAURA P. GORDON

NAME: _____

X TITLE: FIRST ASSISTANT CITY ATTORNEY

TITLE: _____

X DATE: DECEMBER 5, 2002

DATE: _____

**LexisNexis™ SUBSCRIPTION AGREEMENT AND ORDER FORM
STATE/LOCAL GOVERNMENT PER SEARCH PRICING
EFFECTIVE AUGUST 1, 2002**

You may subscribe to the Online Services by agreeing to abide by the General Terms and Conditions and the Price Schedule attached hereto and incorporated herein, as Exhibits A and B, respectively. The General Terms and Conditions and the Additional Terms represent the entire agreement for access to and use of the Online Services. The General Terms and Conditions are also set forth in the online TERMS library. In the event of a conflict or variation between the General Terms and Conditions attached hereto and those appearing in the TERMS library, the latter shall control. Your subscription is subject to acceptance by LexisNexis, which acceptance shall be evidenced by issuing one or more identification numbers to access the Online Services.

☒ EL PASO CITY ATTORNEY'S OFFICE

☒ BY:

Laura P. Gordon
SUBSCRIBER
(AUTHORIZED SUBSCRIBER SIGNATURE)

☒ NAME:

LAURA P. GORDON

☒ TITLE:

FIRST ASSISTANT CITY ATTORNEY

☒ DATE:

DECEMBER 5, 2002

CUSTOMER INFORMATION (Please type or print):

- ☒ 1. Organization Name: EL PASO CITY ATTORNEYS OFFICE
- ☒ 2. Address: 2 CIVIC CENTER PLAZA 9TH FLOOR
EL PASO, TX 79901
- ☒ 3. County: EL PASO
- ☒ 4. Country: USA
- ☒ 5. Telephone Number: 915-541-4550
- ☒ 6. Telecopier Number: 915-541-4712
- ☒ 7. Invoice Address (if different than 2) _____
- ☒ 8. Name of Contact and Telephone Number for the following:
- | | |
|---|---------------------|
| Installation: <u>LAURA GORDON AND/OR RITA RODRIGUEZ</u> | <u>915-541-4550</u> |
| Billing: <u>ACCOUNTING CLERK</u> | <u>915-541-4550</u> |
| Policy/Legal Notification: <u>RITA RODRIGUEZ</u> | <u>915-541-4550</u> |
| Scheduling/Training: <u>LAURA GORDON</u> | <u>915-541-4550</u> |

Customer I.D. Information (Please type or print)

ID Holders' Names (additional sheet attached <input checked="" type="checkbox"/>)	ID Holders' Titles/Positions	ID No. (LN to fill in)
Rita Rodriguez	City Attorney	
Laura P. Gordon	First Assistant City Attorney	
Elaine Hengen	Assistant City Attorney	
Lee Ann Koehler	Assistant City Attorney	
Lupe Martinez	Assistant City Attorney	
John Nan̄e	Assistant City Attorney	
Reginald Bussey	Assistant City Attorney	
John Gates	Assistant City Attorney	

CITY ATTORNEY'S OFFICE

Raymond Telles	Assistant City Attorney
Lupe Cuellar	Assistant City Attorney
Carolyn "Cindy" Crosby	Assistant City Attorney
Al Avila	Assistant City Attorney
Marvin Foust	Assistant City Attorney
Teresa Garcia	Assistant City Attorney
Stephanie Osburn	Assistant City Attorney
Sylvia Borunda Firth	Assistant City Attorney
Perry Pinon	Assistant City Attorney
Ruth Reyes	Assistant City Attorney
Luz Sandoval Walker	Assistant City Attorney
Kevin Elkins	Assistant City Attorney
Matt Watson	Assistant City Attorney
Elaine Sample	Assistant City Attorney
Evan Koch	Assistant City Attorney

EXHIBIT A TO LexisNexis™ SUBSCRIPTION AGREEMENT
General Terms and Conditions
State/Local Government Per Search Pricing
August 1, 2002

The following terms and conditions govern your use of the LexisNexis services (the "Online Services") and the materials available therein ("Materials"):

1. LICENSE; RESTRICTIONS ON USE

1.1 You are granted a nonexclusive, nontransferable, limited license to access and use for research purposes the Online Services and Materials from time to time made available to you. This license includes:

(a) The right to electronically display Materials retrieved from the Online Services to no more than one person at a time, subject to the Supplemental Terms for Specific Materials;

(b) The right to obtain a printout of Materials via printing commands of the Online Services and to create a single printout of Materials downloaded via downloading commands of the Online Services (collectively, "Authorized Printouts");

(c) With respect to Materials that are court cases, court rules, court briefs, agency-issued documents, agency regulations or executive branch materials from the United States, its states or territories (collectively, "Authorized Legal Materials"), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials;

(d) With respect to Materials that are United States patents ("Authorized Patent Materials"), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person's exclusive use, a single copy of not more than 200 patents at any one time; and

(e) With respect to all Materials other than Authorized Legal Materials and Authorized Patent Materials, the right to retrieve via downloading commands of the Online Services and store in machine-readable form for no more than 90 days, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms for Specific Materials, you may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not print or download Materials without using the printing or downloading commands of the Online Services.

1.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to the provider of the Online Services or its third party suppliers of materials. You acquire no proprietary interest in the Online Services, Materials, or copies thereof.

1.5 Except as specifically provided herein, you may not use the Online Services or Materials retrieved from the Online Services in any fashion that infringes the copyrights or proprietary interests therein.

1.6 You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Online Services.

1.7 You may not use information included in the Online Services or Materials retrieved from the Online Services to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

1.8 Other provisions that govern your use of Materials are set forth in your applicable price schedule, the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into these General Terms and Conditions.

2. ACCESS TO SERVICES

2.1 Only individuals authorized by the subscribing organization may access and use the Online Services.

2.2 You may not use an identification number to access the Online Services from outside the country for which it was issued.

2.3 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Online Services.

2.4 Materials and features may be added to or withdrawn from the Online Services and the Online Services otherwise changed without notice.

3. LIMITED WARRANTY

3.1 The provider of the Online Services represents and warrants that it has the right and authority to make the Online Services and Materials available pursuant to these General Terms and Conditions.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND THE PROVIDER OF THE ONLINE SERVICES AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Services or any features thereof or any Materials, (c) your use of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using the Online Services), (d) your use of any equipment in connection with the Online Services, (e) the content of Materials, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

4.2 "Covered Party" means (a) the provider of the Online Services, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of the provider of the Online Services or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

4.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms, may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions may be changed by the provider of the Online Services immediately upon notice. Your subscription for access to the Online Services may be terminated immediately upon notice to the provider of the Online Services if any change is unacceptable. Continued use of the Online Services following any change constitutes acceptance of the change.

5.2 The provider of the Online Services or the subscribing organization may terminate the subscription for access to the Online Services. The effective date of termination shall be ten days after the receipt of an appropriate notice of termination, unless a later date is specified in the notice. The provider of the Online Services may suspend or discontinue providing the Online Services to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

5.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by the provider thereof. Notices shall be deemed to have been properly given on the date deposited in the U.S. mails, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to the provider of the Online Services should be sent to your account representative.

5.4 The failure of the provider of the Online Services or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 The subscribing organization or individual may not assign its rights or delegate its duties under the subscription to access the Online Services without the prior written consent of the provider of the Online Services.

5.6 These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the laws of the State of Ohio.

5.7 Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

-----END OF EXHIBIT A-----

EXHIBIT B TO LexisNexis™ SUBSCRIPTION AGREEMENT
Price Schedule
State/Local Government Per Search Pricing
August 1, 2002

These charges are effective as of August 1, 2002, and shall continue thereafter until the subscribing organization or individual ("Subscriber") is notified otherwise. For more information about the pricing components, consult the Price Definitions and Price List available in the Online Services under the administrative identification number 20B9ZWS, at no cost to Subscriber for accessing or printing.

1. INFORMATION CHARGES

1.1 SEARCHES. Charges currently range from \$0 to \$35.00 per search. Consult the Price List available in the Online Services for detailed search charges.

1.2 DISCOUNTS. The discounts set forth below shall be applied to Subscriber's Information Charges for each monthly invoice period. The discount shall be computed monthly and shall be based on the average amount of Information Charges incurred by Subscriber in the three month period beginning four months before the month Subscriber receives the discount.

Monthly Average Information Charges	Flat Discount
From \$0 up to \$15,000	0%
Over \$15,000 up to \$30,000	2%
Over \$30,000 up to \$60,000	4%
Over \$60,000 up to \$90,000	8%
Over \$90,000	12%

1.3 ACCESS. Charges currently range from \$0 to \$29. Consult the Price List available in the Online Services for detailed access charges.

1.4 ECLIPSE™ REPORTS. Charges for ECLIPSE report searches are based on the frequency in which they are executed. Reports are printed at applicable print rates.

Frequency	Each Report
On Demand	\$4
Intra Day	\$6
Daily	\$14
Business Day (M-F)	\$18
Weekly	\$21
Monthly	\$27

1.5 RESEARCH TOOLS.

	Each Case/Citation/Report
Shepard's® Table of Authorities Report	\$1.00/report
LEXSEE® feature	\$4.00/cite
LEXSTAT® feature	\$4.00/cite
Auto-Cite® service	\$4.250/cite*
SHEPARD'S Citation Service	\$4.25/cite/SHEPARD'S*
	\$4.00/cite/SHEPARD'S Jump

*Includes printing and downloading charges.

1.6 REAL TIME AND HISTORIC STOCK QUOTES.

	Each Quote
Market Statistics	\$1.00
Historic Price Quotes	\$0.15*
Historic Dividend Quotes	\$0.25*

*Includes printing and downloading charges.

1.7 PRINTING AND SAVING TO DISK.

Charges for printing and saving to disk are included in the Per-Search rate.

1.8 IMAGES.

Charges for images will be as follows per image retrieved, including print:

	EACH IMAGE
Trademark design images	\$0.00
Patent exemplary drawing images	\$0.00
Mealey	\$0.00
Elsevier Environmental	\$3.00
IHI patent images - US domestic	\$5.00
IHI patent images - International	\$6.00
Elsevier Business	\$6.00
Patent PDF images	\$6.00
Forms	\$7.50
Investext	\$10.00

1.9 DUN & BRADSTREET REPORTS. Charges for Business Information Reports will range from \$79.00 to \$570.30 depending on the user's location (e.g. USA, Canada, etc.). Charges for other Dun & Bradstreet Reports will range from \$27.00 to \$415.00 depending on the specific report requested. Consult the Price List available in the Online Services for detailed report charges.

1.10 COMPANY ANALYZER. \$25 per search and \$90 per report.

1.11 SMARTLINX. \$99 per search.

1.12 DOCUMENT LINKING. Charges are \$4 per document.

1.13 DELAWARE SECRETARY OF STATE. \$25 per each basic report and \$35 for each detailed report.

1.14 COMPANY DOSSIER. Charges range from \$5 up to \$15 per report and from \$0 up to \$39.95 per document link.

1.15 RISK SOLUTIONS. Risk Solutions Court Reports range from \$0 to \$2 and Risk Solutions Court Reports range from \$1 to \$191, Court Access fee from \$1 to \$40, Access Case fee from \$1 to \$100, and Extended date range will be \$6, as designated in the product.

2. HANDLING CHARGE. \$15 for documents printed at the LexisNexis computer center.

3. MONTHLY SUBSCRIPTION CHARGE. \$75 per building with equipment used to access the Online Services (up to a maximum of \$150 per Agency).

4. INSTRUCTION. Training is provided at no charge and covers (a) the basic instruction of all individuals selected by Subscriber to receive instruction in the use of the Online Services and (b) standard instructional and reference materials on the use of the Online Services. Everyone who completes training shall receive one hour of free use to perfect their skills. This free hour is non-transferable and must be used within 14 calendar days of the date on which basic instruction is completed, at a single session or on an aggregated basis. Credit for free use shall automatically be reflected on Subscriber's monthly invoice and shall be applied against Subscriber's total charges in a given month.

5. PAYBACK™ SERVICE CHARGE. Online time charges.

6. EQUIPMENT AND SOFTWARE CHARGES.

6.1 Subscriber may use its own equipment, or equipment may be available from the provider of the Online Services ("Access Equipment").

6.2 The Access Equipment shall be maintained by the provider of the Online Services at its then current standard charges. Contact your account representative for current charges. Subscriber may terminate rental of any Access Equipment upon 10 days written notice. Access Equipment must be returned to the provider of the Online Services in the same condition in which it was received, reasonable wear and tear excepted.

6.3 Subscriber shall not permit any of its agents or employees to attempt to move, modify, repair, or tamper with any Access Equipment in any way, except that Subscriber may install Access Equipment designated by the provider of the Online Services as installable by Subscriber. If Subscriber installs Access Equipment, Subscriber shall do so in accordance with the applicable instructions. Subscriber assumes all responsibility for any personal injury or property damage, including damage to Access Equipment, that occurs as a result of Subscriber's installation of the Access Equipment.

6.4 Subscriber shall pay then current standard charges for any software licensed by the provider of the Online Services. Additional terms and conditions applicable to the software are packaged with the software and Subscriber agrees to promptly return the software if Subscriber is not in agreement with these terms and conditions. By using the software, Subscriber agrees to be bound by the terms and conditions packaged with that software.

7. TAXES. The charges detailed in this Price Schedule are exclusive of any state or local sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax will not be charged to Subscriber upon receipt of a certificate of exemption.

8. PAYMENT TERMS. All charges incurred by Subscriber are payable within 30 days after receipt of an invoice. Subscriber shall pay all charges in accordance with any applicable "Prompt Payment Act" or similar legislation.

9. CHANGES TO THE CHARGES AND PAYMENT TERMS. Charges and payment terms may be changed only upon 30 days prior notice to Subscriber.

10. COLLECTION COST. Subscriber shall be liable for all costs of collection incurred by the provider of the Online Services, including without limitations, collection agency fees, reasonable attorney's fees, and court costs, if Subscriber fails to comply with the payment obligations set forth herein.

11. MISCELLANEOUS. In the event Subscriber issues a purchase order or other document relating to the Online Services, Subscriber agrees that the document shall be for Subscriber's internal purposes only and shall in no way modify or affect any of the terms or conditions for access to the Online Services.

-----END OF EXHIBIT B-----



LexisNexis™

SINGLE DOCUMENT RETRIEVAL ADDENDUM
(SDR Deferred Until January 1, 2004)

The subscribing organization or individual identified below ("Subscriber") is hereby authorized access to and use of the Single Document Retrieval activities.

Provided Subscriber's pricing plan amendment with LN is entered into between October 1, 2002 and December 20, 2002 (for existing customers) or December 31, 2002 (for new customers) (the "Amendment"), access to the Materials linked to via Single Document Retrieval activities (via Get a Document by citation or embedded links (excluding Document Links)) from within the Preferred Pricing Materials (as defined in the Amendment) will not be charged to Subscriber until January 1, 2004.

AGREED TO AND ACCEPTED BY:

EL PASO CITY ATTORNEYS OFFICE

SUBSCRIBER

BY: *Laura P. Gordon*

NAME: LAURA P. GORDON

TITLE: FIRST ASSISTANT CITY ATTORNEY

DATE: DECEMBER 5, 2002